

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)
a Delaware corporation; and)
QUALCOMM TECHNOLOGIES, INC.,)
a Delaware corporation,)
Plaintiffs,) C.A. No. 24-490 (MN)
v.)
ARM HOLDINGS PLC., f/k/a ARM LTD.,)
a U.K. corporation,) REDACTED PUBLIC VERSION
Defendant.)

[REDACTED]

**PLAINTIFFS' CONCISE STATEMENT OF FACTS IN OPPOSITION TO
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
ON QUALCOMM'S UCL CLAIM (COUNT VI)**

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I. THE QUALCOMM-ARM CONSUMER RELATIONSHIP

1. Arm identified Qualcomm in recent SEC filings as “a major customer of ours.” D.I. 444 Ex. 3 at 29, Ex. 4 at 28. Qualcomm’s payments to Arm accounted for 10% of Arm’s total revenue in the 2024 and 2025 fiscal years. *Id.*

2. Qualcomm paid Arm more than [REDACTED] million in royalties under the TLA and ALA in 2023, more than [REDACTED] million in 2024, and more than [REDACTED] million in just the first quarter of 2025. D.I. 428 Ex. 4 at Schedule 2.1; *see also* D.I. 426 ¶ 3 (Arm SOF stating same).

3. Arm’s witnesses have described Qualcomm as a “partner,” and Arm “Partner Manager” Jeff Fonseca testified [REDACTED]

[REDACTED]. Ex. 63 at 14:1-14 (Fonseca); Ex. 51 at 10:23-11:6 (Abbey).

4. Arm’s CEO [REDACTED]. Ex. 88 at 241:11-13 (Haas) (“[REDACTED]
[REDACTED].”); Ex. 89 at 22:11-13 (Haas 2023). Other Arm witnesses agree [REDACTED]. Ex. 90 at 88:16-19 (Williamson); Ex. 94 at 31:23-32:10 (Greenhalgh).

II. ARM’S UNFAIR OR UNLAWFUL CONDUCT & ITS CONTINUING THREAT TO QUALCOMM

5. Qualcomm’s UCL claim is premised on “a number of” Arm’s actions, including [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]. Ex. 87 at 28:24-30:21 (Chaplin).¹

6. Arm's CEO Rene Haas has [REDACTED]

[REDACTED]. Ex. 95 at -085 ("[REDACTED]

[REDACTED"]), *id.* at -088

("[REDACTED"]); Ex. 96 at -125 ("[REDACTED]

[REDACTED"]); *see also* Ex. 97 at -061 ("[REDACTED]

[REDACTED"]).

7. Qualcomm first [REDACTED]

[REDACTED]. Ex. 98 at -567-68. As of November 7, 2025, Arm still [REDACTED]

[REDACTED]. *See* Ex. 99.

8. Arm has [REDACTED]

[REDACTED]. Ex. 88 at 156:23-157:1 (Haas); Ex. 51 at 26:4-13, 28:2-8 (Abbey). [REDACTED]. *Id.* at 21:7-10 (Abbey).

9. Arm did not seek termination of the Qualcomm ALA as a remedy in the Arm Action. Ex. 70. Arm's CEO testified that [REDACTED]

[REDACTED] [REDACTED] [REDACTED]. Ex. 88 at 100:2-9, 106:19-108:4 (Haas). Arm's General Counsel similarly testified: " [REDACTED]
[REDACTED]." Ex. 100 at 78:8-16 (Collins).

10. Arm [REDACTED] Qualcomm's annual

¹ Additional details of this conduct and its effects are described in Sections II, III, and IV are described in Qualcomm's Concise Statement of Facts in Opposition to Arm's Motion for Summary Judgment on its Tortious Interference and Breach of the Implied Covenant claims.

² With respect to [REDACTED] agreement, Morris Nichols represents Qualcomm.

SnapDragon Summit, at which Qualcomm unveils new products. Ex. 101 at 108:15-109:14 (Badani); *see also* Ex. 88 at 99:22-100:1 (Haas); Ex. 102 at 18:20-19:6 (Siegel).

11. [REDACTED]

[REDACTED] . Ex. 100 at 81:4-16 (Collins); Ex. 101 at 39:5-15 (Badani); Ex. 102 at 59:24-61:6 (Siegel). [REDACTED]

[REDACTED] . Ex. 103 at 87:16-22 (Kranhold); *see also* D.I. 421 ¶ 3.

12. Mr. King's Bloomberg article stated: "Arm Holdings Plc is canceling a license that allowed longtime partner Qualcomm Inc. to use Arm intellectual property to design chips, escalating a legal dispute." D.I. 423 Ex. 7. [REDACTED]

[REDACTED] Ex. 103 at 107:22-109:7, 114:19-115:5, 117:12-118:15, 118:21-119:23 (Kranhold).

13. According to notes from an [REDACTED] meeting of [REDACTED] [REDACTED] . Ex. 104 at -645. [REDACTED]

[REDACTED] *Id.*

14. When asked "if confidential information was shared externally [REDACTED] [REDACTED], would that concern you," Arm's CEO testified "[REDACTED] ." Ex. 88 at 121:6-9 (Haas); *see also id.* at 121:10-15.

15. Arm sent letters to Qualcomm's customers purporting to explain Qualcomm's rights "under the relevant agreement" that Arm's own CEO [REDACTED] [REDACTED] Ex. 68 at 326:4-328:25.

16. The parties' TLA [REDACTED]

[REDACTED]
[REDACTED]

17. Qualcomm's SVP and General Manager Ziad Asghar testified that [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Ex. 3 at 88:10-

89:25, 93:25-97:4 (Asghar).

18. When Qualcomm [REDACTED] [REDACTED]

[REDACTED]. *Compare* Ex. 107 with D.I. 429 Ex. 27.

19. Qualcomm's operative complaint seeks injunctive relief against Arm's unfair business practices "aimed at obstructing Qualcomm's ability to develop and sell chips." D.I. 137 (SAC) at Prayer for Relief ¶ D. Qualcomm explained in discovery that "legal remedies that do not require Arm to comply with its contractual obligations . . . are insufficient because they would not preclude Arm's anti-competitive efforts to impair Qualcomm's current and future ability to conduct its business." Ex. 62 at 57. Arm also took testimony regarding Qualcomm's requests for injunctive relief. *See* Ex. 87 at 167:13-22 (Chaplin) ([REDACTED])

[REDACTED]
[REDACTED]).

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November 7, 2025

CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on November 7, 2025, upon the following in the manner indicated:

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